

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"



February 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE A LICENSE AGREEMENT WITH
PEPSI BOTTLING GROUP
FOR VENDING MACHINE OPERATIONS AND SPONSORSHIP
AND ADVERTISING PRIVILEGES AT VARIOUS COUNTY PARKS
(All Districts - 3 Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of the License Agreement is exempt under the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chair to sign the attached License Agreement between the County and the Pepsi Bottling Group for cold beverage vending machine operations and sponsorship and advertising privileges at various County parks for a term of five (5) years, effective upon Board approval.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

The recommended action would approve a five year Agreement with Pepsi Bottling Group (Pepsi) to provide cold beverage vending services at more than 60 County parks. Pepsi will also support the Department's "Adopt a Park" program and provide \$20,000 a year to the Department for the right to advertise its product as the "Official Beverage Provider of Los Angeles County Department of Parks and Recreation". Beverage vending services were previously provided by the Coca Cola Bottling Company of Southern California under an agreement approved by your Board on August 4, 1999. Under the proposed License Agreement, Pepsi will maintain existing service levels and have the opportunity, with County approval, to place additional machines in both new and existing facilities.

Implementation of Strategic Plan Goals

The proposed License Agreement will further the Board-approved County Strategic Plan Goal 1, Service Excellence, by providing beverage vending services in many parks that have no other beverage services. It also furthers Goal 4, Fiscal Responsibility, by generating revenues through its cooperative sponsorship arrangement with Pepsi.

FISCAL IMPACT/FINANCING

Pursuant to the terms of the proposed License Agreement, the vendor shall pay the County 40 percent of its gross receipts from the sale of carbonated and non-carbonated beverages and waters, and 20 percent of its gross receipts from the sale of isotonic beverages and fruit juices. Based on historic beverage sales patterns at County parks, it is estimated that the County will receive more than \$100,000 annually in addition to the \$20,000 in annual sponsorship fees. It is therefore estimated that the value of the License Agreement is approximately \$600,000 over the term.

The previous agreement resulted in annual revenue to the Department of approximately \$250,000 annually. Therefore, the new agreement will result in a decrease in revenue of approximately \$130,000 annually. The Department will reflect the reduced revenue in its 2005-06 Budget Request to the Chief Administrative Office. The Department does not anticipate that the reduction will result in service reductions as other revenue is projected to increase enough to offset the loss in revenue from the vending services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County of Los Angeles is authorized by provisions of Government Code Sections 26109 and 26110, and by the Los Angeles County Code Section 2.132 to sell the right(s) to advertise on parks that are the property of the County, and to license, for a fee, commercial interest and departmental logos, names and/or other intellectual property owned by the County. The Board of Supervisors is authorized by the provision of Government Code Section 25907, to lease recreation lands for concessions and services that are consistent with public park and recreation purposes. A License for the provision of vending machine services, and the authorization to advertise on County parks and sponsor programs and events is consistent with those purposes.

The term of the proposed License Agreement for cold beverage vending machine services is for five (5) years.

The County reserves the right to terminate this License Agreement, in whole or in part, upon transfer of title of the subject facilities to other public agencies. In addition, the

County may terminate all or portions of this License Agreement due to park closure, improper consideration, non adherence to the County Lobbyist Ordinance, and Licensee's failure to comply with the County's Child Support Program. Should the License Agreement result in less than \$85,000 in annual commission revenue, the County retains the option to terminate the License Agreement. The License Agreement also addresses the County's GAIN/GROW Program, Federal Earned Income Credit, and the County's Safely Surrendered Baby Law, and Quality Assurance Program.

County Counsel has approved the License Agreement as to form. Additionally, Pepsi has executed the attached License Agreement and will provide the required insurance policy naming the County of Los Angeles as an additional insured.

ENVIROMENTAL DOCUMENTATION

Approval of this License Agreement for beverage vending machine operations, with advertising and sponsorship privileges, is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Sections 15301 and 15323 of the State CEQA Guidelines, and under Classes 1(r) and 23 of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the project involves operation and licensing at existing facilities and normal operations of facilities for public gatherings.

CONTRACTING PROCESS

On May 12, 2004, the Department commenced a solicitation to select a cold beverage vendor for its parks and facilities. The Department sent twenty-nine (29) invitation letters to potential proposers who had previously contacted the Department to express interest in providing vending services. Notice of the solicitation was also posted on the County's "Doing Business with Us" web site and the Department's web site. The invitations included bilingual instructions on how to contact the Department regarding the solicitation. Request for Proposal (RFP) Packages were available to proposers on May 12, 2004, and a conference was held on May 26, 2004, at the Arboretum of Los Angeles County and attended by six (6) potential proposers. Two (2) proposals were received on June 14, 2004.

A three member evaluation panel, comprised of County staff and a parks and recreation director from an area municipality, reviewed the proposals. The panelists evaluated each proposal based on criteria identified in the RFP, including experience and possession of the resources required to stock and service vending machines at a geographically diverse range of locations, financial stability, proposed commission to

the County, and proposed range of sponsorship activities. The evaluation panel interviewed both proposers and completed their evaluations on July 20, 2004. Based on these evaluations, the proposal submitted by the Pepsi Bottling Group received the highest ranking. The vendor was selected without regard to gender, race, creed or color.

As indicated earlier, the new License will result in a decrease in revenue of approximately \$130,000 annually. A majority of the revenue generated under the License with Coca-Cola Bottling Company resulted from a per machine minimum monthly rent of \$75 per machine dispensing cans and \$100 per machine dispensing bottles. Over the course of the term of the License with Coca-Cola Bottling Company these machines rarely generated sufficient revenue to cover the minimum rent. Therefore, neither Pepsi Bottling Group nor Coca-Cola Bottling Company was willing to propose payment of a minimum rent. Actual revenue realized by the County will be dependent upon sales at each machine and could fluctuate over the course of the term.


IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be minimal impact on beverage vending services for up to a two-month period as the previous vendor removes its machines and Pepsi installs its machines. The new contract is scheduled to commence on the day following Board approval, and the transition is scheduled to be complete no later than February 28, 2005.

CONCLUSION

A certified copy of the action taken by your Board and a fully-executed copy of the attached License Agreement should be mailed to Pepsi Bottling Group, Los Angeles Market Unit, 6261 Caballero Blvd, Buena Park, California, 90620. In addition, it is requested that one (1) conformed copy be sent to the Department, and one (1) conformed copy sent to the Treasurer and Tax Collector.

Respectfully submitted,


Russ Guiney
Director

RG:ds

Attachment

LICENSE AGREEMENT



BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PEPSI BOTTLING GROUP

FOR

BEVERAGE VENDING MACHINE SERVICES

AND SPONSORSHIP PRIVILEGES AT

VARIOUS COUNTY PARK FACILITIES

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EXHIBITS

- A PARKS LIST
- B PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
- C CONTRACTOR DEBARMENT ORDINANCE
- D INTERNAL REVENUE SERVICE NOTICE 1015
- E SAFELY SURRENDER BABY LAW

**BEVERAGE VENDING MACHINE SERVICES
AND SPONSORSHIP PRIVILEGES AT
VARIOUS COUNTY PARK FACILITIES**

THIS LICENSE AGREEMENT, made and entered into this _____ day
of _____, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES,
a body corporate and politic,
hereinafter referred to as "County",

AND

PEPSI BOTTLING GROUP, LLC,
Somers, New York, d/b/a The
Pepsi Bottling Group, hereinafter
referred to as "Contractor",

RECITALS:

WHEREAS, the Board of Supervisors is authorized by the provision of Government Code Section 25907 to contract for concessions and services that are consistent with public park and recreation services; and

WHEREAS, the County is authorized by the provisions of Government Code Sections 26109 and 26110, and the Los Angeles County Code Section 2.132 to sell the right(s) to advertise on parks that are the property of the County; and to license for a fee, commercial interest and departmental logos, names, and/or other intellectual property owned by the County; and

WHEREAS, a license for the provision of vending machine services, and the authorization to advertise on County parks and sponsor programs and events is consistent with said purposes; and

WHEREAS, Contractor is willing to exercise the grant of such a license in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 DEFINITIONS

- 1.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provisions thereof.
- 1.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:
 - 1.2.1 **Agreement Year:** the 365 day period commencing on the first day of the month next succeeding the approval of this Agreement by the Board of Supervisors which date shall become the effective date of this Agreement and each following 365 day period thereafter throughout the term of this Agreement.
 - 1.2.2 **Auditor-Controller:** the Auditor-Controller of the County of Los Angeles or an authorized representative thereof.
 - 1.2.3 **Beverage:** any liquid prepared by flavoring, heating and/or mixing in advance of consumption thereof, excluding alcoholic beverages, including, but not limited to, carbonated soft drinks, fruit juices, fruit drinks, ready-to-drink tea products, isotonic drinks and bottled water.
 - 1.2.4 **Beverage Vending Machine:** Patron operated mechanical bottle or can dispenser accepting paper currency and/or coins.
 - 1.2.5 **Director:** the Director of the County of Los Angeles Department of Parks and Recreation, or an authorized representative thereof.
 - 1.2.6 **Gross Receipts:**
 - a. Except as specifically provided by policy statement issued by the Director, the term "gross receipts" as used in this Agreement, is defined to be all money, cash receipts, assets, property or other things of value, including but not limited to gross charges, sales, rentals, fees and

commissions made or earned by Contractor and/or all the assignees, subcontractors or permittees thereof, whether collected or accrued from any business, use or occupation, or any combination thereof, originating, transacted, or performed in whole or in part, on the licensed premises, including but not limited to rentals, the rendering or supplying of services, the sale of goods, wares or merchandise.

- b. Except as specifically provided below or by policy statement issued by the Director, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes. Bona fide bad debts, cash refunds of fees, or other charges actually incurred by Contractor or its assignees, Contractors, and permittees may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.
- c. Except as specifically provided below or by policy statement, issued by the Director, gross receipts reported by Contractor and its assignees, Contractors, and permittees, must include the full usual charges for any services, goods, rentals or facilities provided by Contractor or its assignees, Contractors, or permittees. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by the Contractor such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are

direct taxes paid periodically by Contractor to a governmental agency accompanied by a tax return statement, or fees paid to the State designated as California Redemption Value (CRV).

- d. The Director, by policy statement, consistent with recognized and accepted business and accounting practices, and with the approval of Auditor-Controller and County Counsel, may further interpret the term "gross receipts" as used in this Agreement.

1.2.7 **Locations:** those places within designated facilities at which one or more machine sites exist.

1.2.8 **Logo:** shall mean any Los Angeles County Department of Parks and Recreation logo in existence or to be developed by the parties to this Agreement, to be mutually agreed upon in writing by parties to this Agreement, but shall not include the official insignia of the County of Los Angeles.

1.2.9 **Los Angeles County Parks:** those parks or facilities which the Department of Parks and Recreation has jurisdictional or operational authority over as identified in Exhibit A.

1.2.10 **Machine Site(s):** a place or places containing or capable of containing a beverage vending machine at a location.

1.2.11 **Product:** specifically the approved Beverages manufactured, sold and distributed by the Contractor and sold in beverage vending machines by the Contractor on the Los Angeles County Parks.

1.2.12 **State:** the State of California.

2.0 LICENSE GRANTED

2.1 Vending Machine Services

2.1.1 The County hereby grants to Contractor the authorization to place beverage vending machines (machines) in the Los Angeles County

Parks designated in Exhibit A ("Parks"). Contractor is hereby authorized and required (unless otherwise provided in this Agreement) to place, operate and maintain a minimum of 150 machines at a minimum of sixty-one (61) Parks. Machines shall provide a variety of sodas, juices, flavored and non-flavored waters, and other healthy cold beverages. Except as otherwise provided in this Agreement, Contractor will be the exclusive beverage vending provider at the parks identified in Exhibit A.

2.1.2 Contractor understands and agrees that this Agreement is by license and not lease; confers only permission to use the premises described for prescribed purposes in accordance with the terms and conditions hereinafter specified without granting or reserving to Contractor any interest or estate therein; the expenditure of capital and/or labor in the course of use and occupancy thereunder shall not confer any interest of estate in the premises by virtue of said use, occupancy and/or money thereon; and it is the intention of the parties to limit the right of use granted herein to a personal, revocable and unassignable privilege of use in the premises for the license granted herein.

2.1.3 Upon mutual agreement with Contractor, the County, through its Director, reserves the right to authorize an increase or decrease in the number of parks listed in Exhibit A served by Contractor, and/or the number of machines at said parks. County may authorize Contractor to provide vending services at facilities at which the County has existing Operating or Concession Agreements provided the vending service does not conflict with existing agreements. In the event an increase in the number of parks served by Contractor is contemplated, the park site and locations within the parks shall be mutually agreed upon. Director may authorize such modification, in writing, at any time during an Agreement Year. Contractor shall be granted a ninety (90) day review (review period)

of revenues generated by such additional machines at the conclusion of the review period. Contractor may then request that said additional machines be removed without penalty. The percentage commissions per machine specified in sub-section 5.1 shall apply

2.1.4 Contractor and County will mutually determine the placement of additional machines at the locations listed in Exhibit A.

2.1.5 Should Contractor determine that it will not place machine(s) at a location designated in Exhibit A, County reserves the right to authorize provision of beverage vending services by other providers.

2.2 Advertising Privileges

2.2.1 Contractor shall have the right to display Contractor's trademark on Beverage Vending Machines described herein subject to all environmental and local governmental regulations, and written approval by the Director pursuant to sub-section 9.2 hereinafter shall not be unreasonably withheld or delayed. In order to obtain such approval the Contractor must inform the Director in writing as to the time, place, quantity, color, size, nature or material used, and proximity of other structures. The Director shall respond within ten (10) business days as to the acceptability of the information submitted. Failure by the Director to respond shall not be deemed to constitute approval of the information. In the event the Director fails to approve, within ten (10) business days after receipt of Contractor's request, any of the referenced displays, he shall concurrently inform Contractor of the reasons for such failure, in which case Contractor shall make reasonable efforts to address such concerns and shall promptly resubmit its request(s) for approval. The Director shall then respond in writing to Contractor within five (5) business days. If Director informs Contractor that any of the displays are still unacceptable, Contractor in its

discretion may terminate this Agreement upon thirty (30) days written notice to County.

2.2.2 The Contractor shall have the exclusive right to advertise and promote itself as the "Official Beverage Provider" of the "Los Angeles County Department of Parks and Recreation" or similar designation mutually agreed upon by the parties hereto."

2.2.3 The Contractor is granted the right to use the Los Angeles County Department of Parks and Recreation Logo during the term of this Agreement in connection with the advertising and promotion of its product. Contractor understands that the rights granted herein with respect to the Logo are limited to use in connection with promotion of its product and do not extend to any other products, goods or services. All usage of the Logo must first have written approval from the Director, which approval shall not be unreasonably withheld or delayed. All products featuring the County's Logo must be liquidated or destroyed within ninety (90) days of the termination or expiration of this Agreement.

2.2.4 All privileges and rights granted pursuant to this sub-section 2.2 will cease upon the expiration or termination of this Agreement.

3.0 LICENSED PREMISES

3.1 The premises for the Agreement shall be the designated machine sites within the County Parks as described in Exhibit A.

3.2 The premises shall be used only for purposes authorized herein, and such other purposes as are directly related thereto provided express approval therefore is granted by the Director, and for no other purposes whatsoever.

3.3 Contractor acknowledges personal inspection of the premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.

- 3.4 Contractor, at its expense, may make or construct or cause to be made or constructed additions, alterations, repairs or changes in the premises as authorized by the Director provided that: (1) written approval thereof is first obtained from the Director; (2) applicable permits are obtained therefore; and (3) there is compliance with such terms and conditions relating thereto as may be imposed thereon by the Director.
- 3.5 Contractor hereby acknowledges the title of the United States of America, County, and/or any other public agencies having jurisdiction thereon, in and to the premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.
- 3.6 Upon termination of the agreement, whether by expiration of the term, cancellation, or otherwise, all equipment, trade fixtures, and furnishings provided by Contractor shall be removed from the premises by the Contractor at the Contractor's sole expense. Should Contractor fail to complete this removal within thirty (30) days of the expiration or termination of the Agreement, said equipment may be sold, removed or demolished, and Contractor shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

4.0 TERM OF AGREEMENT

- 4.1 The term of the Agreement shall be for a period of five (5) years commencing upon approval of this Agreement by the Board of Supervisors.
- 4.2 In the event Contractor holds over beyond the term herein provided with the consent, express or implied of the County, such holding shall be from month to month only, subject to the conditions of this Agreement, shall not be a renewal thereof, and shall be at the compensation provided herein.

5.0 CONSIDERATION

- 5.1 Contractor shall pay County commissions for the exclusive beverage vending machine license granted herein on a quarterly basis:

Commissions as a percentage of gross receipts collected from Contractor's vending machines (less sales taxes and CRV) as set forth below:

Carbonated Soft Drinks, Non-Carbonated Drinks, Vitamin Fortified Juices Drinks, Brisk Teas and Waters: 40%

Dole Fruit Juices and Gatorade: 20%

Any new Products sold through machines during the Term shall be at the commission rates determined upon the mutual agreement of both parties.

- 5.2 Contractor shall pay County an annual sponsorship fee in the amount of Twenty Thousand Dollars (\$20,000) a Year (the "Annual Sponsorship Fee"). The first sponsorship payment shall be made within thirty (30) days of approval of this Agreement by the Board of Supervisors. Subsequent sponsorship payments shall be made on the anniversary date of each agreement year. The Annual Sponsorship Fee is made in reliance upon a minimum of 150 machines being placed at the Parks throughout the Term. Should the number of machine placements fall below such minimum number, the Sponsorship Fee for such year will be reduced on a prorated basis and the County will reimburse Contractor for the unearned portion of the Sponsorship Fee advanced in the year in which the placement is below the minimum requirement.
- 5.3 Quarterly commissions from vending sales shall be made to the County not later than the last business day of the month following the end of the quarter.
- 5.4 Payments shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Check or draft will include documentation of payment amount by location, which correlates to information provided in monthly sales reports. Payment shall be mailed or otherwise delivered to the Department of Parks and Recreation, 433 South Vermont Avenue, Los Angeles, California 90020 (Attn: Accounting). A late payment charge of two percent (2%) shall be added to any late payment that is received by the Department. However, the late payment

charge herein provided may be waived, whenever the Director finds late payment excusable by reason of extenuating circumstances. At no time during the term of the Agreement shall the County be obligated to notify Contractor of the accumulation of late payment charges.

6.0 ACCOUNTING RECORDS

- 6.1 Contractor shall be required to maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflects the gross receipts and disbursements of Contractor in connection with the license. The method of accounting, including bank accounts, established for the license shall be separate from the accounting system used for any other business operated by Contractor or for recording Contractor's personal financial affairs. Such method shall include the keeping of the following documents: regular books of accounting such as general ledgers; journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.; State and Federal income tax returns and sales tax returns and checks and other documents providing payment of sums shown which shall be kept in confidence by County; Daily sales reports, event logs and picnic contracts; and any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts.
- 6.2 All documents, books and accounting records shall be open for inspection and reinspection at any reasonable time during the term of this Agreement and for twelve (12) months thereafter. In addition, the County may from time to time conduct an audit and reaudit of the books and business conducted by Contractor and observe the operation of the business so that accuracy of the above records can be confirmed. All information obtained in connection with the County's inspection of records or audit shall be treated as confidential information and exempt from the public disclosure thereof to the extent permitted under the California Public Records Act.

- 6.3 Contractor shall furnish the County with a quarterly gross receipts report showing all revenues from Contractor's activities at the "Los Angeles County Parks". Such report shall be submitted not later than the thirtieth (30th) day following the close of each quarter during the Term.
- 6.3.1 In the event that an audit or review conducted by the Auditor-Controller and/or Director finds that due to Contractor's non-compliance with its obligation to report gross receipts received in connection with its operations authorized herein, an actual loss and/or a projected loss of revenue to County can be determined, Director may, at his option, (a) bill Contractor for said losses, said amount to be paid to County within thirty (30) days following billing therefore unless otherwise specified by Director.
- 6.3.2 In the event that an audit or review conducted by the Auditor-Controller and/or Director finds that, due to Contractor's non-compliance with its obligation to report gross receipts received in connection with its operations herein, if the actual loss and/or projected loss of revenue to County cannot be determined, Director may assess liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correctly report gross receipts, and a projected loss of revenue due to the County. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Five Hundred Dollars (\$500.00) per day for each day of the loss period not to exceed a Six Thousand Five Hundred Dollar (\$6,500) cap per fiscal period of default as determined by County, and that Contractor shall be liable to County for liquidated damaged in said amount.
- 6.4.2 Should the Director find that the additional commission due to County exceeds two percent (2%) of the total amount which should have been paid as determined by such review or audit and

observation, and there being no reasonable basis for the failure to report and pay thereon, Contractor shall also pay the cost of the audit as determined by County and pay any penalty heretofore provided for the delinquent payments.

- 6.5 Contractor shall cause all of its sublessees to comply with these requirements except that a sublessee shall only be required to establish and maintain those accounting records that the Auditor-Controller deems necessary to examine the reported gross receipts in accordance with generally accepted auditing standards.

7.0 DESTRUCTION OF THE LICENSED PREMISES

- 7.1 In the event the licensed premises shall be totally or partially destroyed, County shall either restore the premises or terminate this Agreement
- 7.2 If the premises are restored, this Agreement shall continue in full force and effect, except that the payment to be made by Contractor shall be abated and/or other relief afforded to the extent that the Director may determine the damage and/or restoration interferes with the license operation provided a claim therefor is filed with the Director within one hundred (100) days of notice of election to restore the premises. Any such claim shall be denied if the destruction of the licensed premises is found by the Director to have been caused by the fault or neglect of Contractor. Contractor agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the license operation, and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 7.3 Contractor shall cooperate in the restoration of the licensed premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required for the restoration thereof.
- 7.4 Contractor agrees to accept the remedy heretofore provided in the event of a partial or total destruction of the licensed premises and hereby waives

any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

8.0 CONSTRUCTION BY COUNTY AFFECTING LICENSED PREMISES

- 8.1 In the event County undertakes construction on or near the licensed premises, this Agreement shall continue in full force and effect, except that the payments to be made by Contractor shall be abated and/or other relief afforded to the extent that the Director may determine the construction interferes with the authorized operations, provided a claim therefor is filed with the Director within one hundred (100) days of commencement of construction.
- 8.2 In the event the construction affects the licensed premises Contractor agrees to cooperate with County premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction. Contractor further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.
- 8.3 Following completion of the construction, Contractor shall resume its operations therefrom within thirty (30) days of written notice from the Director that the licensed premises are tenantable.
- 8.4 The aforementioned provisions of this section shall also be applicable in the event of performance of work at Los Angeles County Parks generally, and/or the licensed premises specifically, that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that the reduction in the public's use of said facilities due to the partial or total closure thereof, has affected the Contractor's operations.

- 8.5 Contractor agrees to accept the remedy heretofore provided in the event of construction upon the licensed premises, and/or Los Angeles County Parks and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

9.0 OPERATING RESPONSIBILITIES

9.1 Adopt a Park Program

- 9.1.1 Contractor agrees to conduct a community support campaign to provide financial resources for use at specific parks identified by the Contractor and approved by the Director. The campaign will be based on product sales derived during a specified timeframe at participating retail establishments identified by Contractor within an area or near a facility to be mutually agreed upon. For example, Contractor may agree to donate \$1.00 per 24-unit case on all cases of 20 oz. carbonated soft drinks, Aquafina water and Tropicana fruit drinks sold by participating retailers during the designated timeframe. Such donations will be provided to the County to be used toward capital improvements, maintenance, or to sponsor County events at the parks. The participating retailers will display promotional materials announcing that a donation will be paid to the County Parks for every participating product purchased during the promotional period. At the end of any such promotional period, Contractor will provide a report to County of the eligible sales and the amount of the donation.
- 9.1.2 In administration of the local retailer program the Contractor agrees to comply with all applicable provisions of the Los Angeles County Code including the prohibition of advertising any alcohol or tobacco products. All advertisements must be approved in writing by the Director prior to display as provided in sub-section 9.2 below.
- 9.1.3 Prior to placing an advertisement in a retail establishment, Contractor shall obtain written approval from the Director, which

approval shall not be unreasonably withheld. In order to obtain such approval, the Contractor shall submit to the Director, or his designee, in writing, the advertising copy and layout, and the quantity, color, size, type, and length of time each advertisement will be displayed in each retail establishment. The Director may request additional information if, in his sole discretion, such information is necessary to decide whether every reasonable effort to respond within three (3) business days of receipt as to the acceptability of the submitted advertisement and display. Failure by the Director to so respond shall not be deemed to constitute approval. In the event the Director fails to approve a request within three (3) business days after receipt of Contractor's request, the Director shall concurrently inform Contractor of the reasons for such failure to approve, in which case Contractor shall make reasonable efforts to address such concerns and shall promptly resubmit its request(s) for approval. The Director shall respond in writing to a resubmitted request within three (3) business days

9.2 Advertising and Promotional Materials

Contractor shall not promulgate nor cause to be distributed any advertising, or promotional materials unless prior approval thereof is obtained from Director. Said approval shall not be unreasonably withheld or delayed and shall be deemed to be given if no objection is made within fifteen (15) days following the request for approval. Such materials include, but are not limited to: advertising in newspapers, magazines and trade journals, and radio and/or television commercials.

9.3 Compliance with Laws, Rules and Regulations

Contractor shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable, and as they may be amended; and where permits and/or licenses are required for the license, any related activity, and/or construction authorized herein, the same must be first

obtained from the regulatory agency having jurisdiction thereover. Further, Contractor shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors, the Director of the Department of Parks and Recreation, and any other County agencies insofar as the same or any of them are applicable.

9.4 Control over Employees and Sub-licensees

Contractor shall exercise and maintain a sufficient degree of control over all its employees, equipment, and other agents and/or sublicensees in order to prevent any unauthorized, illegal or unsafe activities.

9.5 Credit in Promotional Materials

Contractor agrees that any advertising or promotional materials promulgated by Contractor which contain the names of the County parks used for beverage vending machine operations, or any derivative of said names, shall also include the phrase "a unit of the County of Los Angeles Department of Parks and Recreation System" unless specifically approved otherwise by the Director.

9.6 Damage to Premises and Walk-Through Inspection

9.6.1 Contractor shall repair or replace any County personal and/or real property or any other improvements damaged or destroyed as a result of, or connected with Contractor's operations.

9.6.2 In order to reasonably access damage, if any, to the premises, Contractor shall meet with the Director's authorized representative for walk-through inspections of the vending machine sites. Said inspections shall take place (a) prior to the installation of Contractor's equipment, and (b) within twenty-four (24) hours following the complete removal of said equipment.

9.7 Easements

County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the licensed premises for utilities and/or public access provided that County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be

conducted hereunder. Should the establishment of such easements permanently deprive Contractor of the use of a portion of the licensed premises, an abatement of payments shall be provided in an amount proportional to the total area of the licensed premises in the before and after conditions.

9.8 Non-Interference

Contractor shall not interfere with the public use of and the programming within the parks where beverage vending machines are located.

9.9 Prices

Contractor shall at all times maintain a complete list or schedule of the prices collected by Contractor for all beverages supplied to the public on or from the licensed premises. The parties agree that the initial vend prices charged for Beverages shall be as follows:

Carbonated Soft Drinks	\$1.25
Water	\$1.25
Brisk Teas and Tropicana Juice Drinks	\$1.25
Dole and Gatorade	\$1.50

The Director hereby reserves the right to review and approve any proposed changes to said price schedules based upon comparability with prices charged for similar products in Los Angeles Metropolitan area. Contractor may appeal the determination of the Director to the Board of Supervisors, whose decision thereon shall be final and conclusive.

9.10 Quality of Goods and Services

9.10.1 Service to the public, with beverages of the best quality and at reasonable charges, is of prime concern to County and is considered a part of the consideration for this Agreement. Contractor, following receipt of written notification therefor, shall immediately withdraw or remove from sale any beverages or services which may be found objectionable to the Director based on findings that the provision of such beverages or services are harmful to the public welfare.

9.10.2 Contractor shall bear the cost of installation, service, regular maintenance and stocking of Product. Contractor shall bear the cost of replacement of any machines damaged by the elements, vandalism, ordinary wear and tear or otherwise. Contractor shall bear the cost of machine relocation or removal from the premises. Contractor shall reimburse the County for any costs associated with any damage resulting from Contractor's operations.

9.10.3 Contractor shall respond to all County calls for vending machine service within 24 hours.

9.11 Safety

Contractor shall immediately correct any unsafe condition of the licensed premises, as well as any unsafe practices occurring thereon. Contractor shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction thereover, regarding any safety inspections and certifications of any and all Contractor's vehicles and equipment.

9.12 Security Devices

Contractor, at its own expense, may provide any legal devices or equipment and the installation thereof, designated for the purpose of protecting the licensed premises from theft, burglary or vandalism, provided written approval for the installation thereof is first obtained from the Director.

9.13 Signs

Contractor shall not post signs upon any County property or improvements thereon unless prior approval thereof is obtained from the Director.

9.14 Utilities

County shall provide and pay for any necessary utilities serving the premises. Contractor waives any and all claims against County for compensation for loss or damage caused by a defect, deficiency or

impairment of any utility system, electrical apparatus or wires serving the premises.

9.15 Vandalism

Contractor shall report all incidents of vandalism resulting in the damage or destruction of vending machines operated pursuant to this agreement. Such reports shall identify the facility, location and serial number of the subject machine, and shall be faxed to: **FAX (213) 351-1039** or such other number as may hereinafter be designated in writing to Contractor by the Director.

Upon the occurrence of three or more incidents of documented vandalism at a single machine location within a twelve-month period, Contractor may elect to remove subject machine from location. Vending machines removed from service pursuant to this sub-section 9.15 shall not be deducted from the total number of machine locations available to the Contractor pursuant to sub-section 5.2

10.0 TERMS AND CONDITIONS

10.1 AGREEMENT ENFORCEMENT AND AMENDMENTS TO THE AGREEMENT

10.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

10.1.2 Any officers and/or authorized employees of County may enter upon the licensed premises at any and all reasonable times for the purpose of determining whether or not Contractor is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the licensed premises.

10.1.3 In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be

entitled to recover its attorney's fees and costs incurred in the action brought thereon.

- 10.1.4 This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by Contractor and in the case of County, until approved by County's Board of Supervisors and executed by the Chair thereof.

10.2 CANCELLATION

- 10.2.1 Upon the occurrence of any one or more of the events of default hereinafter described in sub-section 10.12, this Agreement shall be subject to cancellation. As a condition precedent thereto, the Director shall give Contractor ten (10) days notice by registered or certified mail of the date set for cancellation thereof; the grounds therefore; and that an opportunity to be heard thereon will be afforded on or before said date, if request is made therefor.
- 10.2.2 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 10.2.3 Any trustee, beneficiary, mortgagee or lender (hereinafter: Lender) under a hypothecation or mortgage previously approved by the Director shall have the right at any time during the term of this Agreement to undertake any and all action that may be required to order to prevent a cancellation of this Agreement and a forfeiture of the license. Accordingly, the Director shall send a copy of the intended cancellation of this Agreement to any such Lender whose security would be affected thereby, provided that such Lender shall have previously registered with the Director by written notice specifying the name and address of said Lender; and upon request thereof for postponement, extend the date set therefor by such time as the Director finds reasonable in order to

allow said parties to correct the grounds therefor or to provide a new Contractor under a power of sale or foreclosure contained in the hypothecation or mortgage, who upon transfer thereto shall become responsible for the correction thereof within such time as may be allowed by the Director.

10.3 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Exhibit E Contractor's EEO Certification.

10.4 CONFLICT OF INTEREST

10.4.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

10.4.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict

of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

10.5 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

10.6 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehensive of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

10.7 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby

Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

10.8 CONTRACTOR'S NON-COMPLIANCE AND LIQUIDATED DAMAGES

10.8.1 In the event the Director determines that there are deficiencies in Contractor's operations authorized and required herein, the Director will provide, as specified in sub-section 10.2 of this Agreement, a written notice to the Contractor to correct said deficiencies within specified time frames.

10.8.2 In the event that Contractor fails to correct the deficiencies within the prescribed time frames the Director may assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to comply with the obligations for the license operations herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$5 (five dollars) per deficient machine per day where reported, not to exceed \$250 per day for each day of the period of time that the deficiencies exist, and that Contractor shall be liable to County for liquidated damages in said amount.

10.9 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

10.9.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

- 10.9.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time not to exceed 3 years, and terminate any or all existing Contracts the Contractor may have with the County.
- 10.9.3 The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 10.9.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 10.9.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative decision prior to its presentation to the Board of Supervisors.

10.9.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

10.9.7 These terms shall also apply to Subcontractors of County Contractors.

10.10 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

10.10.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

10.10.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding

Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.11 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

10.12 EVENTS OF DEFAULT

- 10.12.1 The abandonment, vacation, or discontinuance of operations on the licensed premises for more than three (3) consecutive days.
- 10.12.2 The failure to produce the commission amounts required to offset utility costs related to this agreement. These costs have been determined to be eighty five thousand dollars (\$85,000) per year. In the event Contractor installs energy saving timers on vending machines or, pursuant to sub-section 9.10.1, the Contractor is directed to withdraw or remove beverages or services from sale, the Director is authorized to negotiate a reduction to this sum.
- 10.12.3 The failure of Contractor to punctually pay or make the payments required hereunder when due, where the delinquency continues beyond ten (10) days following written notice for payment thereof.

- 10.12.4 The failure of Contractor to operate in the manner required by this Agreement, where such failure continues for more than thirty-five (35) working days after written notice from the Director to correct the condition therein specified.
- 10.12.5 The failure to maintain the licensed premises and the fixtures installed thereon in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continues for more than ten (10) days after written notice from the Director to correct the condition.
- 10.12.6 The failure of Contractor to keep, perform and observe all other promises, covenants, conditions and agreements set forth in this Agreement, where such failure continues for more than thirty (30) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extend by the Director.
- 10.12.7 Determination by the County, the California Fair Employment and Housing Department, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by Contractor within the County in violation of State and/or Federal laws thereon.
- 10.12.8 Transfer of the majority controlling interest of Contractor to persons other than those who are in control at the time of the execution of this Agreement without approval thereof by the Director.
- 10.12.9 Failure of Contractor to keep, perform and observe all other promises, covenants, conditions and agreements set forth herein.

10.13 FORCE MAJEURE; TIME EXTENSIONS

If performance by a party of any portion of this Agreement is made impossible by any prevention, delay, or stoppage caused by strikes; lockouts; labor disputes; acts of God; inability to obtain services, labor, or materials or reasonable substitutes for those items; government actions; civil commotions; fire or other casualty; or other causes beyond the reasonable control of the party obligated to perform, performance by that party for a period equal to the period of that prevention, delay, or stoppage is excused. Contractor's obligation to pay Commissions, however, is not excused by this section.

10.14 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

10.15 INDEPENDENT CONTRACTOR STATUS

10.15.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

10.15.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local

taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

10.15.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

10.16 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement. The Contractor's duty to indemnify County shall survive the expiration or other termination of this Agreement.

10.17 INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

10.17.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Director at 433 S. Vermont

Avenue, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- Specifically identify this Agreement;
- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

10.17.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

10.17.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

10.17.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

10.17.5 Compensation for County Costs:

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

10.17.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10.18 INSURANCE COVERAGE REQUIREMENTS

10.18.1 General Liability: Insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.18.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

10.18.3 Workers' Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

10.19 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 10.19.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 10.19.2 The Contractor shall certify to, and comply with, the provisions of Exhibit E - Contractor's EEO Certification.
- 10.19.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 10.19.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 10.19.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination

under this Agreement or under any project, program, or activity supported by this Agreement.

10.19.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-section 10.19 when so requested by the County; provided that such disclosure of Contractor's employment records is not in violation of any laws, regulations or policies to which Contractor is bound.

10.19.7 If the County finds that any provisions of this sub-section have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

10.19.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

10.20 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice

shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

10.21 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit P of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes

10.22 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon Contractor shall be The Pepsi Bottling Group, 6261 Caballero Boulevard, Buena Park, CA 90620, Attention: Vice President and General Manager. Any notice served by mail upon County shall be addressed to the Director of Parks and Recreation, Attention: Marketing Section, 433 South Vermont Avenue, Los Angeles, CA 90020, or such other place as may hereinafter be designated in writing to Contractor by the Director. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

10.23 PUBLIC RECORDS ACT

10.23.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Section 6.0, Accounting Records; as well as those documents which were

required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

10.23.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

10.24 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

10.25 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

10.26 SUBLICENSES

10.26.1 Contractor shall not, without the prior written consent of the Director, such consent not to be unreasonably withheld,

sublicense any portion of the licensed premises, or sublicense any of the operation or activities authorized or required by this Agreement.

10.26.2 In the event the County determines that the Contractor has violated the sublicense provision contained herein, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Agreement, or assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to comply with the sublicense provision. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is One Thousand Dollars (\$1,000.00) and that the Contractor shall be liable to County for liquidated damages in said amount.

10.27 SURRENDER

10.27.1 Upon expiration of the term hereof, or cancellation thereof as herein provided, Contractor shall peaceably vacate the licensed premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted, subject to the right of County to demand removal thereof to the extent that sub-section 3.6 hereinbefore may be applicable thereto.

10.28 TAXES AND ASSESSMENTS

10.28.1 The property interest conveyed herein may be subject to real property taxation and /or assessment thereon, and in the event thereof, Contractor shall pay before delinquency all lawful taxes, including but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying

body upon the licensed premises and any improvements located thereon.

10.28.2 Contractor shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.

10.29 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in sub-section 10.10, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Auditor-Controller or Board of Supervisors may terminate this Agreement pursuant to sub-section 11.2, Cancellation.

10.30 TERMINATION FOR IMPROPER CONSIDERATION

10.30.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.30.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The

report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

10.30.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

10.31 TERMINATION FOR INSOLVENCY

10.31.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

10.31.2 To the extent permitted by law, the County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or the execution by the Contractor of a general assignment for the benefit of creditors.

10.31.3 The rights and remedies of the County provided in this sub-section 10.31 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10.32 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

10.33 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

10.33.1 Notwithstanding any other provision of this Agreement, in the event the County transfers title of any or all of the Los Angeles County Parks containing Points of Sale and the licensed premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or, provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide the Contractor with notice of termination or assignment of this Agreement pursuant to this provision. If the Agreement is so terminated, County shall within ninety (90) days reimburse to Contractor the unearned portion of the Annual Sponsorship Fee paid in the Year in which the Agreement is terminated. Such reimbursement shall be determined by multiplying Twenty Thousand Dollars (\$20,000) by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is 12.

10.33.2 Notwithstanding any other provision of this Agreement, in the event County closes any or all of the Los Angeles County Parks containing Points of Sale, this Agreement shall be amended or terminated upon the effective date of such closure(s). Contractor

shall immediately cease its operations as of the effective date of Park closure, and within fifteen (15) days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Contractor of such Park closure.

10.34 TRANSFERS

- 10.34.1 Contractor shall not, without written consent of the Director, transfer, assign, hypothecate, or mortgage this Agreement. Any attempted transfer, assignment, hypothecation, mortgage, without the written consent of the Director, shall be null and void, and shall constitute a material breach of this Agreement.
- 10.34.2 Each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Contractor shall be binding upon any transferee thereof.
- 10.34.3 The license shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Agreement shall terminate prior to the date for expiration thereof in the event of the death of Contractor occurring within the term herein provided. Additionally, neither this Agreement nor any interest therein shall be transferable in proceedings in attachment or execution against Contractor, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Contractor, or by any process of law including proceedings under Chapter X or XI of the Bankruptcy Act.
- 10.34.4 Shareholders and/or partners of Contractor may, transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of Contractor to any persons, corporation, partnership or legal entity other than the majority controlling

interest therein at the time of the execution of this Agreement, the Director's approval thereof shall be required. Consent to any such transfer shall be refused, if the Director finds that the transferee is lacking in experience and/or financial ability to conduct the license.

10.34.5 The prohibition herein contained shall not be applicable with respect to transfers of this Agreement arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

10.34.6 Prior to Director's consent to such assignment, the assignor shall first, deliver to assignee a written schedule of all sums due and owing to County from the assignor with such schedule in a form subject to the approval of the Director in all respects, and second, shall deliver to Director, as part of the acceptance of the assignment, a written acknowledgment by the assignee that the assignee (a) affirms the sums due and owing to County and (b) accepts responsibility for payment of such sums directly to County.

10.35 WAIVER

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-section 11.35 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10.36 WARRANTY AGAINST CONTINGENT FEES

10.36.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Contract or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

10.36.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.37 ENTIRE AGREEMENT

This document, and the exhibit(s) attached hereto, constitutes the entire agreement between the County and Contractor for Beverage Vending Services at the Los Angeles County Parks. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the license and the premises to be used in the conduct thereof.

10.38 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

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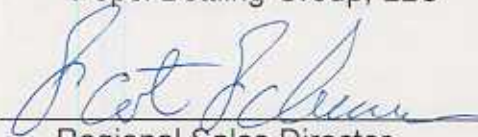
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IN WITNESS WHEREOF Contractor has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board on the day and year first above written.

CONTRACTOR

Pepsi Bottling Group, LLC

By



Regional Sales Director
Business & Industry

COUNTY OF LOS ANGELES

By

Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of
The Board of Supervisors

By

Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By



Principal Deputy

STATE OF CALIFORNIA }
 }
COUNTY OF LOS ANGELES } s.s.

On this 25th day of January, 2005, before me,
Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles,
personally appeared Scott Schuman, as the Regional Sales Director Business
and Industry of Pepsi Bottling Group, LLC personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that the person executed the
same in his / her authorized capacity, and that by his / her signature on the instrument the
Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By

Deputy County Clerk

EXHIBIT A
Park and Recreation Facilities

PARK/ FACILITY	ADDRESS
Adventure Park	10130 South Gunn Avenue, Whittier 90605
Allen J. Martin Park	14830 East Giordano Street, La Puente 91744
Alondra Park	3850 West Manhattan Beach Blvd, Lawndale 90260
Amigo Park	8700 S. Juarez Avenue, Whittier 90606
Apollo Park	4555 West Avenue G, Lancaster 93534
Arcadia Park	405 S. Santa Anita Avenue, Arcadia 91006
Athens Park	12603 South Broadway, Los Angeles 90061
Atlantic Park	570 Atlantic Boulevard, Los Angeles 90022
Avocado Heights Park	14105 Don Julian Road, La Puente 91746
Bassett Park	510 North Vineland Ave, La Puente 91746
Belvedere Park	4914 Cesar E. Chavez Ave, Los Angeles 90022
Bethune Park	1244 East 61st Street, Los Angeles 90001
Blevins Park	19500 East Windrose Dr., Rowland Heights 91748
Bodger Park	14900 South Yukon Ave, Hawthorne 90250
Bonelli Park	120 Via Verde Park Rd, San Dimas 91773
Burton Park	16490 E. Santa Blanca Dr., Hacienda Hgts 91754
Campanella Park	14812 Stanford Avenue, Compton 90059
Capital Projects Agency	510 South Vermont Avenue, Los Angeles 90020
Carver Park	1400 East 118th Street, Los Angeles 90251
Castaic Lake Rec. Area	32132 Castaic Lake Dr., Castaic 91384
Castaic Sports Complex	31230 N. Castaic Rd, Castaic 91384
Cerritos Park	19700 South Bloomfield Avenue, Cerritos 90701
Charter Oak Park	20261 East Covina Blvd, Covina 91723
Chesebrough Park	23505 Sunset Hills Dr, Valencia 91354
City Terrace Park	1126 North Hazard Ave., E. Los Angeles 90063
Col. Leon H. Washington Park	8909 South Maie Avenue, Los Angeles 90002
Countrywood Park	16817 E. Cooper Hill Dr, Hacienda Heights 91745
Crescenta Valley Park	3901 Dunsmore Ave, La Crescenta 91214
Dalton Park	18867 East Armstead Street, Azusa 91702
Del Aire Park	12601 South Isis Ave, Hawthorne 90251
Del Valle Park	28201 West Sloan Canyon Road, Castaic 91384
Devil's Punchbowl	28000 Punchbowl Road, Pearlblossom 93553
Dexter Park	11053 North Trail Road, Kagel Canyon 91342
East County Com. Svs. Agency	265 Cloverleaf Drive, Baldwin Park 91706

EXHIBIT A **Park and Recreation Facilities**

PARK/ FACILITY	ADDRESS
East Rancho Dominguez Park	15116 S. Atlantic Ave. Compton 90221
Eaton Canyon	1750 North Altadena Drive, Pasadena 91107
El Cariso Park	13100 Hubbard Street, Sylmar 91342
Enterprise Park	13055 Clovis Street, Los Angeles 90059
Everett Martin Park	35548 North 92nd Street East, Littlerock 93543
Farnsworth Park	568 East Mount Curve Avenue, Altadena
Friendship Park	1805 West 9th Street, San Pedro 90732
Gloria Heer Park	18109 E. Gallineta St., Rowland Heights 91743
Hasley Canyon Park	28700 West Quincy Street, Castaic 91384
Helen Keller Park	1045 West 126th Street, Los Angeles 90044
Jackie Robinson Park	8773 East Avenue R, Littlerock 93543
Jesse Owens Park	9651 South Western Ave, Los Angeles 90047
Kenneth Hahn Rec. Area	4100 S. La Cienega Blvd, Los Angeles 90056
La Mirada Park	13701 South Adelfa Avenue, La Mirada 90638
Ladera Park	6027 Ladera Park Ave, Los Angeles 90056
Lane Park	5520 West Avenue L-8, Quartz Hill 93534
Lennox Park	10828 S. Condon Ave, Lennox 90304
Loma Alta Park	3330 North Lincoln Avenue, Altadena 91001
Los Robles Park	14906 East Los Robles, Hacienda Heights 91745
Magic Johnson Park	905 East El Segundo Blvd, Los Angeles 90059
Manzanita Park	1747 South Kwis Avenue, Hacienda Heights 91745
Mayberry Park	13201 East Meyer Road, Whittier 90601
Michillinda Park	3800 Michillinda Dr, Pasadena 91107
Mona Park	2291 East 121 Street, Compton 90222
North County Com. Svs. Agency	31320 North Castaic Road, Castaic 91384
Obregon Park	4021 East First Street, Los Angeles 90063
Pamela Park	2236 Goodall Avenue, Duarte 91010
Pathfinder Park	18150 East Pathfinder Road, Rowland Heights 91748
Pearblossom Park	33922 North 121st Street East, Pearblossom 93553
Pepperbrook Park	1701 S. Countrywood Ave, Hacienda Heights 91745
Richard Rioux Park	26233 Faulkner Drive, Stevenson Ranch 91381
Rimgrove Park	747 North Rimgrove Drive, La Puente 91744
Roosevelt Park	7600 Graham Ave., Los Angeles 90001
Rosas Park	18500 Farjardo Street Rowland Heights 19743

EXHIBIT A
Park and Recreation Facilities

PARK/ FACILITY	ADDRESS
Rowland Heights Park	1500 S. Banida Avenue, Rowland Heights 91743
Ruben Salazar Park	3864 Whittier Blvd, Los Angeles 90023
San Angelo Park	245 South San Angelo Ave., La Puente 91746
San Dimas Park	1628 N. Sycamore Canyon Road, San Dimas 91733
Santa Fe Dam Rec. Area	15501 East Arrow Highway, Irwindale 91706
Saybrooke Park	6250 East Northside Drive, Los Angeles, 90022
Schabarum Park	17250 East Collima Road, Rowland Heights 91748
Sorensen Park	11419 Rosehedge Drive, Whittier 90606
South County Com. Svs. Agency	360 West El Segundo Street, Los Angeles 90061
Steinmetz Park	1545 South Stimson Ave, Hacienda Heights 91745
Sunshine Park	515 South Deepmead Ave., La Puente 91744
Tree Farm	6550 Stephens Ranch Road, LA Verne 91750
Two Strike Park	5107 Rosemont Ave, La Crescenta 91214
Val Verde Park	30300 West Arlington Road, Val Verde 91384
Valleydale Park	5525 North Lake Ellen Ave, Azusa 91702
Vasquez Rocks	10700 West Escondido Canyon Road, Agua Dulce 91350
Veterans Park	1300 Sayre Street, Sylmar 91342
Victoria Park	419 East 192nd Street, Carson 90745
Watkins Park	1335 East 103rd Street, Los Angeles 90002
White Park	77 Mountain View, Altadena 91001
Whittier Narrows Rec Area	750 S. Santa Anita Ave, S. El Monte 91733
William S. Hart Park	24151 North San Fernando Road, Newhall 91321

REQUIRED FORMS - EXHIBIT B

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Pepsi Bottling Group
 Proposer's Name
6261 Caballero Blvd Buena Park, CA. 90620
 Business Address
1341041452
 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

Check One

1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment. ☒ Yes [] No
2. The Proposer periodically conducts a self analysis or utilization analysis of its work force. ☒ Yes [] No
3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups. ☒ Yes [] No
4. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action which includes the establishment of goals and timetables. ☒ Yes [] No

Name and Title of Signer (please print or type) Scot Schuman

Signature Scot Schuman Date 6-11-04

EXHIBIT C

Title 2 Administration Chapter 2.202 Determinations of Contractor Non-Responsibility And Contractor Debarment

2.202.010 Findings and Declarations.

The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued the Auditor-Controller. (Ordinance 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For the purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the County to provide goods to, or perform services for or on behalf of, the County. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County.

C. "Debarment" means an action taken by the County which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the County for a period of up to three years. A contractor who has been determined by the County to be subject to such a prohibition is "debarred".

D. "Department head" means either the head of a department responsible for administering a particular contract for the County or the designee of same.

E. "County" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, nonprofit corporations created by the County and any joint powers authorities that have adopted County contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors. (Ordinance 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of Contractor Non-Responsibility

A. Prior to a contract being awarded by the County, the County may determine that a party submitting a bid or proposal is non-responsible for the purposes of that contract. In the event that the County determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

B. The County may declare a contractor to be non-responsible for the purposes of a particular contract if the County, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County or any

EXHIBIT C

Title 2 Administration Chapter 2.202 Determinations of Contractor Non-Responsibility And Contractor Debarment

other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the County or any other public entity.

C. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the Board of Supervisors.

D. The decision by the County to find a contractor non-responsible for a particular contract is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

A. The County may debar a contractor who has an existing contract with the County and/or a contractor who has submitted a bid or proposal for a new contract with the County.

B. The County may debar a contractor if the County finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

C. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled

EXHIBIT C

Title 2 Administration Chapter 2.202 Determinations of Contractor Non-Responsibility And Contractor Debarment

on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, at its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon approval of the Board of Supervisors.

D. The decision by the County to debar a contractor is within the discretion of the County. The seriousness and extent of the contractor's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the County in making any debarment decision. Upon a debarment finding by the Board of Supervisors, the County shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the County, which period may not exceed three years. In addition, upon a debarment finding by the Board of Supervisors, the County may, at its discretion, terminate any or all existing contracts the contractor may have with the County. In the event that any existing contract is terminated by the County, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.250 Pre-Emption.

In the event any contract is subject to Federal and/or State laws that are inconsistent with the terms of the Ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

EXHIBIT D



Department of the Treasury Internal Revenue Service

Notice 1015

(Rev. November 2002)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Notice 1015
(Rev. 11-2002)



No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

EXHIBIT E

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT E

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de redamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.